

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

TO: ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.

FROM: SANDRA A. DRABIK, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: PURCHASING INFORMATION, BID CONTRACT NUMBER OT903798-P (9/30/99)

TERM CONTRACT

COPY PAPER, RECYCLED AND VIRGIN

QUANTITY AND DURATION This contract shall cover the State's requirements from July 1, 1997 through September 30, 1999.

ESTIMATED REQUIREMENTS

\$1,833,099.00

(More or Less)

The state does not obligate itself, or any using agency, to purchase the full amount of the quantity(es) listed, however; the full discount offered must be allowed should the purchases be less. The state's requirements may exceed the quantities shown and the successful bidder shall be required to furnish all items as shown on the Purchase Order issued during the effective period of this contract (to be determined by mailing date). FURTHER, AS DETERMINED BY THE DIRECTOR, THE STATE RESERVES THE RIGHT TO ISSUE SPECIAL COMPETITIVE SEALED BID FOR LARGE OR UNUSUAL REQUIREMENTS.

CONDITIONS OF BID NUMBER OT903798-P, BECOMES PART OF THIS CONTRACT All conditions and specifications set forth in Bid Number OT903798-P, dated May 2, 1997 and Pages 1 thru 8 (Standard Terms and Conditions, and General Definitions) are included in and become a part of this contract.

"Any breach of this sales contract and all the provisions thereof, are governed by the laws of the State of Ohio."

SPECIAL NOTE When Applicable, any encumbrance made against this contract shall be accomplished on an ADM-0523, purchase order. EXCEPTIONS: Does not apply to state universities, state vocational schools, state community colleges and properly registered school districts, counties, townships, and municipal corporations located within the State of Ohio. These entities will utilize their own encumbering documents.

MINORITY SET-ASIDE IN ACCORDANCE WITH ORC CH. 125.081

Sandra A. Drabik, Director
Department of Administrative Services

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WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ANY STANDARD TERMS AND CONDITIONS SHOWN IN THIS COMPETITIVE SEALED BID (CSB).

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the State for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the Contractor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.

SPECIAL CONDITIONS The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded contract, under a separate bid.

COOPERATIVE PURCHASING In accordance with the Ohio Revised Code Section 125.04, the Director, Department of Administrative Services, may permit a county, township, municipal corporation, regional transit authorities, port authorities, school districts, conservancy districts, township park districts and park districts to participate in contracts into which DAS has entered for the purchase of certain supplies, services, materials and equipment. Contractors may receive purchase orders from these political subdivisions from a contract awarded pursuant to this Competitive Sealed Bid (CSB).

Contractors shall deal directly with the ordering political subdivisions. All invoices for such purchases shall be sent directly to the ordering political subdivision's billing address. Invoices sent to the state of Ohio's Office of State Purchasing shall be considered defective invoices and will be returned to the contractor.

TRANSPORTATION CHARGES Any item(s) ordered from a contract awarded pursuant to this Competitive Sealed Bid (CSB) shall be shipped F.O.B. destination, freight prepaid. Shipment shall be made to any state agency, state vocational school, state university, state community college or any properly registered cooperative purchasing participants located within the state of Ohio.

PLACEMENT OF ORDERS Purchase orders for any item(s) listed in a contract awarded pursuant to this Competitive Sealed Bid (CSB) will be placed directly with the successful contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

MINIMUM ORDER No order shall be placed against a contract awarded pursuant to this Competitive Sealed Bid (CSB) for less than twenty-five (\$25.00) dollars.

DELIVERY: All merchandise shall be shipped within ten (10) days after receipt of order and for store door delivery. All mill stocked items shall be shipped within thirty (30) days after receipt of order and for store door delivery.

NOTICE TO VENDOR/USING AGENCIES **The MINIMUM ORDERING QUANTITY FOR BOTH TYPE ONE AND TYPE II PAER SHALL BE FORTY (40) CARTONS. ANY ORDERS FOR QUANTITIES LESS THAN FORTY (40) CARTONS SHALL BE PLACED AGAINST THE GDC 39 CONTRACT. AWARDED CONTRACTOR(s) SHALL NOT ACCEPT ORDERS FOR LESS THAN 40 CARTONS. ALL CARTONS ARE TO BE FULL, UNBROKEN CARTONS.**

AWARD: There will be one low lot total award per category to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

EVALUATION: To determine the low lot total price of each category, the state will multiply the estimated annual usage of each item designated in the category by its corresponding unit price and then add these totals together. Although there will be separate (category) awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories.

ESCALATOR CLAUSE No price increase shall be granted during the first two (2) months duration of an awarded contract. In the event the contractor receives a general price increase in the cost of the finished product contracted for, due to increases in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and if proper documentation is submitted as proof, said increase in addition to the unit price quoted herein, may be permitted, subject to the sole discretion of the Office of State Purchasing. In the event any such increase is granted, no price adjustment will be permitted prior to the effective date of any increase received by the contractor from his own suppliers, or on purchase orders that are already being processed, or have been filled and are awaiting shipment.*

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the state of Ohio shall be notified immediately and the resulting price adjustment will be incorporated as part of the terms of the awarded contract.

The contractor shall submit the following documentation with each request for a price increase: (1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the contractor and the corresponding increase; OR (2) Copies of correspondence sent by the contractor's supplier on the supplier's letterhead, which contain the above price information and explain the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

*If the contractor receives orders calling for quarterly delivery, then this condition shall not apply and the increase, if approved by the Office of State Purchasing, will apply immediately to all deliveries made after the effective date of their price increase.

SAMPLES: The Director may require the apparent successful bidder to submit a sample(s) of the product bid as part of the evaluation, to determine the lowest responsive and responsible bidder. When notified, the bidder will be required to provide the said sample(s) within _three (3) business days, after notification, to the Office of State Purchasing. FAILURE TO PROVIDE THE SAMPLE(S) WITHIN THE STATED TIME PERIOD WILL RESULT IN THE BIDDER BEING DEEMED AS NONRESPONSIVE AND THE BID RESPONSE WILL BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT

CONTRACT EXTENSION As a condition of any award resulting from this CSB, the state of Ohio reserves the right to extend the period covered by the ensuing contract under the same prices, terms and conditions stated herein, for a maximum of ONE (1) CALENDAR MONTH beyond the normal expiration date of the contract. Any further extension(s) not to exceed ONE (1) CALENDAR MONTH EACH, up to a maximum of six (6) such extensions, shall be mutually agreed to.

ANNUAL EXTENSION Subject to mutual agreement, the period covered by the ensuing contract under the same prices, terms and conditions stated herein can be extended for one (1) additional year.

SPOT PRICE DECREASES: Whenever any item(s) being ordered from the ensuing contract can be obtained by the awarded contractor at a lower cost than indicated on the contract; such shall be passed on to the State. This spot price decrease may result from special spot pricing or temporary market price decreases. Such decreases shall be indicated to the ordering agency and listed on the respective invoice. Failure to "pass-on" known spot price decreases shall result in the awarded contractor reimbursing the State for the dollar difference between the contract price and the amount of decrease, and also shall result in cancellation of the contract.

Spot price decreases will apply on a "per order" basis and will not be applicable to similar future orders unless the decrease continues to be offered by the supplying mill.

QUALITY CONTROL: At the option of the Office of State Purchasing or the using agency, samples may be taken from deliveries made pursuant to an ensuing contract and submitted for laboratory tests. Failure to meet the specifications as stated herein will invalidate the contract and will result in the awarded contractor being liable for any financial losses incurred by the State of Ohio.

CONTRACT COMPLIANCE During the term of this contract, each using agency shall be responsible to monitor the contractor's performance and compliance with the terms and conditions of the contract. If an agency observes any infraction(s), such shall be documented and conveyed to the contractor for immediate correction. If the contractor fails to rectify the problem(s), the agency shall notify the Contract Compliance Office of State Purchasing to help resolve the incident(s). Continued failures on the contractor's part to comply with the terms and conditions of the contract may result in the immediate removal of the contractor from the contract by the Director, Department of Administrative Services.

MULTIPLE BIDS: Each bidder shall not submit more than one (1) bid proposal.

INSIDE DELIVERY CHARGES No additional charges for inside delivery shall be allowed for any awarded contract pursuant to this CSB.

SPECIFICATIONS

I. SCOPE

These specifications cover recycled and virgin cut size sheet paper for use in high speed xerographic machines for use by all state agencies and other political entities. The term of the contract shall be for two years with an option to extend for one additional year.

II. CLASSIFICATION

A. These specifications cover the following types of paper which must be stocked by the contractor.

1. Type I - No. 4 Recycled Dual Purpose Bond, 20 lb., White only.
2. Type II - No. 4 Virgin Bond Paper, 20 lb., White only.

III. ITEM REQUIREMENTS

A. Material

1. Type I, recycled paper specifications suitable for offset duplicating as well as Xerographic duplicating on high speed equipment, as follows:

a. Definitions

1. Recycled Paper: For purposes of this specification, recycled paper shall be waste paper as defined by the U.S. E.P.A.'s Guideline for Federal Procurement of Paper products Containing Recovered Materials, 40 CFR 250.
2. Waste Paper: Includes both post-consumer recovered materials and pre-consumer items as defined herein and as stipulated in RCRA Section 6002. Mill broke is specifically excluded from the definition of recovered materials because it is waste generated before completion of the paper making process.
3. Post-Consumer Recovered Materials: Items which have been recovered after passing through their end usage as a consumer item, such as old magazines, newspapers, used corrugated containers, and office waste.
4. Pre-Consumer Waste: These would include manufacturing wastes like paper and paperboard waste generated after completion of the paper making process (i.e. cutting and trimming) and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; box, bag, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, and other.

2. Applicable Documents

a. The latest revisions of the following shall apply:

1. Resources Conservation and Recovery Act (RCRA) Section 6002
2. U.S. E.P.A.'s Guideline for Federal Procurement of Paper and Paper Products Containing Recovered Materials.

REQUIREMENTS (Cont'd)

3. Requirements

- a. Material: Material of construction shall contain recycled paper as defined herein, either with the combination of virgin sulfite bond and recycled content or exclusively made of recycled content.
- b. Percentage of Recycled Paper Content: All types of paper stipulated herein, shall be manufactured with a recycled content of not less than 50% waste paper with a minimum of twenty (20) per cent post consumer waste. There must be no excessive dirt or lint (per CPO/JCP specifications).
- c. Physical Properties: Opacity and brightness properties shall be as stipulated herein.

4. Type II Virgin paper requirements

- a. All virgin paper shall be of twenty pound white virgin sulfite bond paper with no ground wood.
- b. No blended bonds shall be accepted.

IV. ADDITIONAL REQUIREMENTS

- A. Sizing: All grades of paper shall have proper amounts of sizing chemicals to take different inks, and toners, as applicable, without feathering or ink penetration to the other side.
- B. Finish: All grades of paper shall have smooth finish, as standard to the industry, to maintain compatibility with the appropriate equipment. Smoothness shall be within given range in JCP and GPO specifications.
- C. Lint Control: All bond type paper shall essentially be lint free. Any grade having lint problems may be rejected by the using agency and shall be immediately replaced by the vendor at no additional cost. The contract may be subjected to cancellation, if repeated lint problems occur.
- D. Moisture Content: Dual purpose and laser printer papers shall have proper amounts of moisture content to minimize excessive curling of paper in machines. Dual purpose grades shall be compatible with high speed xerographic machines.
- E. Count: Mill count, 500 sheets to the ream, shall be accurate for all grades of paper. Verification of count may be requested by the ordering agency and deliveries may be rejected for incorrect count.
- F. Size and Trim: Paper shall be furnished in sheets of the size(s) ordered and shall be flat, trimmed square on four sides with smooth edges. The sheets shall not be undersize nor oversize more than 1/16" in either direction.
- G. Packaging: All paper shall be properly ream wrapped in moisture proof paper, and shall be packed in corrugated cartons as standard to the industry. Outside wrapper (ream wrap) shall be indicated by means of an arrow or other appropriate marking indicating the front or first use side of paper. All other items shall be packaged and packed according to the standards of industry. All cartons, where applicable, shall be packed on skids or pallets and properly banded or secured to prevent shifting or damage to the paper. Any damage resulting from improper packaging and/or packing method shall be the responsibility of the vendor.
- H. Marking: In addition to any special labeling requirements requested by the agency, all reams and cartons shall be properly labeled and identified as to their contents.

ADDITIONAL REQUIREMENTS(CONT'D)

- I. Workmanship: All types of paper listed in this bid shall be manufactured according to the standards of the industry. Paper shall be free from pinholes, slime spots, excessive lint, and foreign particles.

V. CERTIFICATION AND DOCUMENTATION

- A. Each bidder shall submit with their bid a manufacturer's letter attesting to the availability of all item(s) for the duration of the contract and any extensions.
- B. To ensure continuous product availability the state of Ohio is allowing the use of more than one manufacturer. The quality of the product furnished by any manufacturer must meet all bid specifications as stated herein and offered at the same bid price. Bidders listing multiple manufacturers shall submit a manufacturer's letter from each manufacturer attesting to the availability of all items for the duration of the contract and any extensions.
- C. Each bidder shall submit with their bid response a technical data sheet detailing all physical properties of product/item bid. (Physical properties state brightness, opacity an other physical components of the product.
- D. Awarded contractor shall not alternate between primary and alternate brand bid in an indiscriminate manner. The current market conditions (paper-cut size) shall be the deciding factor on whether to ship primary or alternate brand bid. The Ohio Office of State Purchasing shall be notified in writing of changes. Notification shall include current market conditions, forecast, implementation date, and duration of change.

VI. BRAND NAME

- A. If offering a private brand, the contractor shall state mill brand counterpart.
- B. Awarded contractor may not substitute specified primary and alternate brands stated in bid response. Shipment of any brand other that that specified in bid response shall be cause for immediate cancellation of an awarded contract.

MINIMUM ACCEPTABLE BRIGHTNESS AND OPACITY BIDDER MUST STATE ACTUAL MILL
MINIMUM. TARGETS OR RANGES ARE NOT ACCEPTABLE FAILURE TO STATE ACTUAL
MILL MINIMUM MAY DISQUALIFY YOUR BID.

TYPE I - RECYCLED DUAL - PURPOSE

PROPERTY	NO. 4 GRADE	NO. 4 (VENDOR SPECIFICATIONS)
Minimum Acceptable Brightness	83	Mill Minimum Shipping: 84
Minimum Acceptable Opacity	86	Mill Minimum Shipping: 86

BRAND NAME: Aspen Xerographic

PRICE SCEDULE

NIGP CODE No.	PAPER SIZE	CASE PACK	PRICE PER CASE IN SHIPMENTS OF	
645-33-83-100-3	8-1/2 X 11	10 REAMS	40 TO 200 CS	\$19.51
645-33-83-150-5	8-1/2 X 11	10 REAMS	201 TO 400 CS	\$19.51
645-33-83-200-8	8-1/2 X 11	10 REAMS	401 TO 880 CS	\$19.51
645-33-83-400-4	8-1/2 X 14	10 REAMS	40 TO 200 CS	\$25.99
645-33-83-450-9	8-1/2 X 14	10 REAMS	201 TO 400 CS	\$25.99
645-33-83-500-1	8-1/2 X 14	10 REAMS	401 TO 880 CS	\$25.99
645-33-83-550-6	8-1/2 X 14	10 REAMS	Multiple Truckloads of 880 Cs	\$19.20
645-33-83-700-7	11 X 17	5 REAMS	40 TO 200 CS	\$20.45
645-33-83-750-2	11 X 17	5 REAMS	201 TO 880 CS	\$20.45

NIGP Code No.: 962-98-98-541-5, \$.15 per ream Up charge for standard three hole punching.

TYPE II - VIRGIN BOND

PROPERTY	NO. 4 GRADE	NO. 4 (VENDOR SPECIFICATIONS)
Minimum Acceptable Brightness	84	Mill Minimum Shipping: 84
Minimum Acceptable Opacity	86	Mill Minimum Shipping: 86

BRAND NAME: Cascade X-9000

PRICE SCHEDULE

NIGP CODE No.	PAPER SIZE	CASE PACK	PRICE PER CASE IN SHIPMENTS OF	
645-33-48-100-4	8-1/2 X 11	10 REAMS	40 TO 200 CS	\$18.20
645-33-48-150-9	8-1/2 X 11	10 REAMS	201 TO 400 CS	\$18.20
645-33-48-200-2	8-1/2 X 11	10 REAMS	401 TO 880 CS	\$18.20
645-33-48-400-8	8-1/2 X 14	10 REAMS	40 TO 200 CS	\$24.55
645-33-48-450-3	8-1/2 X 14	10 REAMS	201 TO 400 CS	\$24.55
645-33-48-500-5	8-1/2 X 14	10 REAMS	401 TO 880 CS	\$24.55
645-3348-550-0	8-1/2 X 14	10 REAMS	Multiple Truckloads of 880 Cs	\$18.01
645-33-48-700-1	11 X 17	5 REAMS,	40 TO 200 CS	\$19.32
645-33-48-750-6	11 X 17	5 REAMS	201 TO 880 CS	\$19.32

NIGP Code No.: 962-98-98-546-4, \$.15 per ream Up charge for standard three hole punching.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

P O's To:

34-1635761 **CERTIFIED MINORITY BUSINESS**

Total Office Products Co. Inc.

155 South Park Ave.

Warren, OH 44481

CONTRACTOR'S CONTACT: Al Lunceford,

BID CONTRACT NO: OT903798-P (9/30/99)

DELIVERY: 10 Days A.R.O. (Mill Shipments: 30
Days A.R.O.)

TERMS: Net 30 Days

Toll Free: (800) 686-9173

Telephone: (330) 394-4205

Fax: (330) 394-4624

REMIT TO

34-1635761

Total Office Products Co. Inc.

P.O. Box 92735

Chicago, IL 60675-2735

NOTICE TO VENDOR ALL INVOICES TO THE STATE OF OHIO MUST SHOW THE VENDOR'S E.I. TAX NUMBER. THIS CONTRACT SHOWS YOUR NUMBER AS PART OF THE ADDRESS AND IS ALSO YOUR CURRENT VENDOR NUMBER.

*NOTICE TO INSTITUTIONS Your purchase orders against this contract MUST include the vendor number as shown above.